

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RecoverCare, LLC		05/09/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3783217	MEDASTAT	
Registration Number:	3621730	NPUT	
Registration Number:	3414296	PATIENT CARE SYSTEMS, INC.	
Registration Number:	3468691	RECOVERAIR	
Registration Number:	4234235	RECOVERAIR STIMULUS	
Registration Number:	1818236	RECOVERCARE	
Registration Number:	3517134	RECOVERTURN	
Registration Number:	3341347	SAFE-TDRIVE	
Registration Number:	4234234	STIMULUS	
Registration Number:	2990066	STIMULUS PLUS	
Registration Number:	2197320	STIMULUS SYSTEM	
Registration Number:	3152472	STIMULUS SYSTEM JR	
Registration Number:	2942179	WOUND TRAC	
Registration Number:	4107160	WOUNDTRAKKER	
Registration Number:	3293462	FAMILY CARE	
Serial Number:	85726170	RECOVERCARE	
Serial Number:	85726164	RECOVERCARE	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 3783217

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-38
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NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	05/09/2014
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Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor are party to the Guaranty and Security Agreement pursuant to which the Grantor are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RECOVERCARE, LLC, as Grantor


By: Mary Zappone

Name: Mary Zappone

Title: Chief Executive Officer & President

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: John Laws
Title: Duty Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005277 FRAME: 0219


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Filing Date	Registration Number	Registration Date
MEDASTAT	3/27/2008	3783217	5/4/2010
NPUT	3/27/2008	3621730	5/19/2009
PATIENT CARE SYSTEMS, INC.	7/30/2007	3414296	4/22/2008
RECOVERAIR	1/19/2007	3468691	7/15/2008
RECOVERAIR STIMULUS	6/1/2012	4234235	10/30/2012
RECOVERCARE	11/4/1992	1818236	1/25/1994
RECOVERTURN	1/19/2007	3517134	10/14/2008
SAFE-TDRIVE	9/19/2005	3341347	11/20/2007
STIMULUS	6/1/2012	4234234	10/30/2012
STIMULUS PLUS	6/5/2003	2990066	8/30/2005
STIMULUS SYSTEM	3/31/1997	2197320	10/20/1998
STIMULUS SYSTEM JR	7/3/2003	3152472	10/10/2006
WOUND TRAC	4/23/2004	2942179	4/19/2005
WOUNDTRAKKER	3/24/2008	4107160	3/6/2012
FAMILY CARE	2/13/2007	3293462	9/18/2007

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
CAREGLYDE*	85/739,530	9/26/2012
RECOVERCARE	85/726,170	9/11/2012
	85/726,164	9/11/2012
WOUND TRAC*	85/579,526	3/26/2012

*Trademark application is for intent to use. Security interest will be granted once Joerns makes use of such trademark.

IP LICENSES

1. License Agreement by and among Stat Technologies, LLC, MedaSTAT USA, LLC and RecoverCare, LLC dated as of July 31, 2009.
2. End User License Agreement, by and between AirWatch, LLC and RecoverCare, LLC, dated as of November 22, 2010.
3. RecoverCare SAP/SUP Implementation Statement of Work, by and between RecoverCare, LLC and IT21 Solutions, dated June 22, 2012.
4. Master Services Agreement, by and between RecoverCare, LLC and Peak 10, Inc., dated as of February 1, 2014.
5. Purchase Agreement, by and between Dataprise, Inc. and Global Medical, LLC, dated as of June 12, 2012.
6. Consulting Services Master Agreement, by and between IgNew, LLC and RecoverCare, LLC, dated as of March 18, 2013.
7. Services Agreement, by and between Global Medical, LLC and Lokitech, Inc., dated as of January, 13 2013.